Electronically FILED by Superior Court of California, County of Los Angeles on 03/07/2019 08:31 AM Sherri R. Carter, Executive Officer/Clerk of Court, by S. Lopez,Deputy Clerk

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SUPERIOR COURT OF CALIFORNIA - COUNTY OF LOS ANGELES

NORTH CENTRAL DISTRICT - GLENDALE

UNLIMITED CIVIL

Northern California Collection Service, Inc., *Plaintiff,* v. Resourceful Developments, Inc., *Defendant.*	Case No. EC068574 Request for Judicial Notice Supporting Plaintiff Northern's Motion for Summary Adjudication [CRC Rule 3.1350 (c)(5)] Hearing: 5/31/19 Time: 8:30 a.m. Dept: D, Judge Ralph Hofer **RES ID: 214898827427** Complaint filed: 6/8/18

Records of the Superior Court of California

1. Pursuant to Evidence Code Sections 452 (d) and 453 (a) & (b), plaintiff Northern California Collection Service, Inc. requests the Court to take judicial notice of the Court's records of this case and in particular the Complaint/Open Book Monies Due filed 6/8/2018. A copy of that complaint is attached here for the convenience of the parties and the Court as **Exhibit 22.**

2. Pursuant to Evidence Code Sections 452 (d) and 453 (a) & (b), plaintiff Northern California Collection Service, Inc. requests the Court to take judicial notice of the Court's records of this case and in particular the Answer of Defendant Resourceful Developments, Inc. to Complaint filed 11/2/2018. A copy of that unendorsed answer is attached here for the convenience of the parties and the Court as **Exhibit 23.**

Records of the California Secretary of State

3. Pursuant to Evidence Code Sections 451 (f), 452 (c), (g) & (h), 453 (a) & (b), and *Newport Harbor Ventures, LLC v. Morris Cerullo World Evangelism* (2016) 6 Cal.App.5th 1207, 1215 [granted re "business entity detail from the California Secretary of State's Web site"], Northern California Collection Service, Inc. requests the Court to take judicial notice of the "Business Search - Entity Detail" contained on the California Secretary of State's website, https://businesssearch.sos.ca.gov/CBS/Detail, such that Resourceful Developments, Inc. is an active California corporation.

The Secretary of State's website, under the Business Search link, states the website allows searches of the Secretary of State's database for abstracts of information for domestic stock, domestic nonprofit and qualified foreign corporations, limited liability companies and limited partnerships that have filed with the Secretary of State's office, and that the search results only include copies of filed Statements of Information for corporations and limited liability companies that have been imaged.

A copy, downloaded from the Secretary of State's website, of Resourceful Developments, Inc.'s "Business Search - Entity Detail" is attached here for the convenience of the parties and the Court as **Exhibit 24.**

Dated: 3-8-19

Andre J. LeLievre
Attorney for Northern

EXHIBIT 22

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CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court
JUN 08 2018
Sherri R. Carter, Executive Officer/Clerk
BY _____, Deputy
Verna Dunn

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

UNLIMITED CIVIL CASE

NORTHERN CALIFORNIA COLLECTION SERVICE, INC.,	CASE NO. EC068574
Plaintiff,	SUMMONS ISSUED
VS.	COMPLAINT/OPEN BOOK MONIES DUE
RESOURCEFUL DEVELOPMENTS, INC.; DOES ONE THROUGH TEN	$176,317.49 PRINCIPAL
Defendant(s),	

AS AND FOR A FIRST AND SEPARATE CAUSE OF ACTION AGAINST ALL DEFENDANTS, PLAINTIFF COMPLAINS AND ALLEGES:

1

That NORTHERN CALIFORNIA COLLECTION SERVICE, INC. is, and at all times mentioned herein, a corporation organized and existing under and by virtue of the laws of the State of California.

2

That RESOURCEFUL DEVELOPMENTS, INC., is, and at all times mentioned herein, a corporation organized and existing under and by

virtue of the laws of the State of California.

3

That the true named or capacities, whether corporate, associate or otherwise of defendants named herein as DOES ONE through TEN are unknown to plaintiff who therefore will amend this complaint to show their true names and capacities when the same have been ascertained.

4

That within four years last past the defendants, and each of them, became indebted to State Compensation Insurance Fund upon an open book account for insurance premiums for Policy No. 9063211, in the sum of $176,317.49 principal, and interest from March 12, 2015, to the entry of judgment, at the rate of ten percent (10%) per annum, or $48.30 per day, which said defendants, and each of them, promised and agreed to pay.

5

That no part of said sum has been paid.

6

That prior to the commencement of this action, State Compensation Insurance Fund assigned such right, title and interest in and to said account, as necessary for collection purposes, to plaintiff herein,who is now the owner and holder thereof for purposes of collection only.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS PLAINTIFF COMPLAINS AND ALLEGES

7

Plaintiff refers to paragraphs 1, 2, 3, and 6 of plaintiff's

first cause of action and by such reference incorporates the same as though fully set forth herein.

8

That within four years last past an account was stated by and between plaintiff's assignor, State Compensation Insurance Fund, and defendants, and each of them, wherein and whereby it was agreed that defendants, and each of them, were indebted to plaintiff's assignor, in the sum of $176,317.49 principal, and interest from March 12, 2015, to the entry of judgment, at the rate of ten percent (10%) per annum, or $48.30 per day, which said defendants, and each of them, promised and agreed to pay.

9

That no part of said sum has been paid.

WHEREFORE, plaintiff prays for judgment against said defendant(s) and each of them as follows: $176,317.49 principal; plus interest from March 12, 2015, to the entry of judgment, at the rate of ten percent (10%) per annum, or $48.30 per day; plus $1,200.00 statutory attorney's fees; plus costs of suit incurred herein and for any other such relief as the Court may deem proper and just.

Dated: May 21, 2018

Andre J. LeLievre

Andre J. LeLievre
Attorney at Law

EXHIBIT 23

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Attorneys for Defendant
Resourceful Developments, Inc.

FILED
Superior Court of California
County of Los Angeles

NOV 02 2018

Sherri R. Carter, Executive Officer/Clerk
By _____, Deputy
Kim E. Clark

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

FILED BY FAX

NORTHERN CALIFORNIA COLLECTION, INC.,

Plaintiff,

vs.

RESOURCEFUL DEVELOPMENTS, INC.; DOES ONE THROUGH TEN

Defendants.

Case No. EC068574

ANSWER OF DEFENDANT RESOURCEFUL DEVELOPMENTS, INC. TO COMPLAINT

Complaint Filed: June 8, 2018

Defendant Resourceful Developments, Inc. ("Defendant") hereby files its Answer to the unverified Complaint filed by Plaintiff Northern California Collection Service, Inc. ("Plaintiff"), as follows:

GENERAL DENIAL

Pursuant to section 431.30 of the California Code of Civil Procedure, Defendant hereby generally and specifically denies each and every allegation, statement, matter—express or implied—in the Complaint and each and every purported cause of action against Defendant alleged therein. Defendant further denies that Plaintiff has sustained any damages or loss, or any damage or loss at all, by reason of any act, breach, or omission on the part of Defendant, or any of its agents or representatives, and denies that Plaintiff has been damaged in the amount mentioned in the Complaint or in any amount whatsoever, or that Defendant owes Plaintiff any amount whatsoever.

SEPARATE AFFIRMATIVE DEFENSES

In further response to Plaintiff's Complaint, and as separate and distinct Affirmative Defenses, Defendant alleges the following defenses. In asserting these defenses, Defendant does not assume the burden of proof as to matters that, pursuant to law, are Plaintiff's burden to prove.

Defendant has not completed its investigation of the facts of this case, have not commenced or completed discovery in this matter, and have not commenced or completed their preparation for trial. The affirmative defenses stated herein are based on Defendant's current knowledge, information, and belief. Defendant specifically reserves the right to modify, amend, or supplement any affirmative defense herein at any time. By alleging the separate and additional defenses set forth below, Defendant does not intend to alter the burden of proof and/or burden of going forward with evidence that otherwise exists with respect to any particular issues at law or in equity. Furthermore, all such defenses are pleaded in the alternative and do not constitute an admission of liability that Plaintiff has been injured or damaged in any way or that Plaintiff is entitled to any relief whatsoever.

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

Neither Plaintiff's Complaint nor any purported cause of action therein alleged states facts sufficient to constitute claims upon which relief may be granted against Defendant.

11/05/18

SECOND AFFIRMATIVE DEFENSE

(Bad Faith and Frivolous)

Defendant alleges that Plaintiff's claims are unreasonable and/or were filed in bad faith and/or are frivolous and, for that reason, justify an award of attorneys' fees and costs against Plaintiff and her attorneys. Defendant reserves the right to amend its answer upon further investigation and discovery of facts supporting this defense.

THIRD AFFIRMATIVE DEFENSE

(Unjust Enrichment)

Defendant alleges that Plaintiff is precluded from recovering damages, if any, it allegedly suffered (which Defendant denies), because the relief requested by Plaintiff's purported claims would unjustly enrich Plaintiffs at the expense of Defendant.

FOURTH AFFIRMATIVE DEFENSE

(Failure to Mitigate)

To the extent that Plaintiff has suffered damages (which Defendant denies), Plaintiff is not entitled to the recovery of damages and/or obtaining any relief at all because of Plaintiff's failure to take reasonable steps to mitigate its damages.

FIFTH AFFIRMATIVE DEFENSE

(Unclean Hands)

Defendant alleges that Plaintiff is precluded from recovering damages, if any it suffered (which Defendant denies), from obtaining a judicial declaration of rights favorable to it, and/or from obtaining any relief at all because of Plaintiff's unclean hands.

SIXTH AFFIRMATIVE DEFENSE

(Ratification and Waiver)

Defendant alleges that Plaintiff is precluded from recovering damages, if any it suffered (which Defendant denies), from obtaining a judicial declaration of rights favorable to it, and/or from obtaining any relief at all because Plaintiff knowingly ratified, relinquished, and/or waived any right to assert any of the claims upon which it know seeks relief.

SEVENTH AFFIRMATIVE DEFENSE

(Estoppel)

Defendant alleges that Plaintiff is precluded from recovering damages, if any it suffered (which Defendant denies), from obtaining a judicial declaration of rights favorable to it, and/or from obtaining any relief at all because Defendant's conduct, action, and/or inaction was justified and privileged and Plaintiff is estopped from asserting the claims set forth in the Complaint because of its own intentional acts and failures to act.

EIGHTH AFFIRMATIVE DEFENSE

(Non-Act or Omission by Defendant)

Defendant alleges that Plaintiff is precluded from recovering damages, if any it suffered (which Defendant denies), from obtaining a judicial declaration of rights favorable to it, and/or from obtaining any relief at all because Defendant has not committed any act or omission which caused any damage to Plaintiff.

NINTH AFFIRMATIVE DEFENSE

(Statute of Limitations)

Defendant alleges that the Complaint, and each cause of action set forth therein, are barred by the applicable statute of limitations.

TENTH AFFIRMATIVE DEFENSE

(Vague and Uncertainty)

Plaintiff's Complaint, and each of the causes of action set forth therein, are ambiguous vague and uncertain.

ELEVENTH AFFIRMATIVE DEFENSE

(Assumption of Risk)

Defendant alleges that Plaintiffs' Complaint, and each and every alleged cause of action therein, fails because Plaintiff knowingly and voluntarily assumed all risks involved in the subject transaction such that Plaintiff is precluded from recovery herein under the doctrine of assumption of the risk.

11/05/13

TWELFTH AFFIRMATIVE DEFENSE

(Laches)

Defendant alleges that Plaintiff's Complaint, and each and every alleged cause of action therein, fails due to laches.

THIRTEENTH AFFIRMATIVE DEFENSE

(Indemnity)

Defendant alleges that should they be found liable to Plaintiff under the allegations of the Complaint, Defendant is entitled to have such liability abated, reduced, or eliminated to the extent that other unnamed parties may be responsible and/or held liable to Plaintiff on account of the matters alleged in Plaintiff's Complaint.

FOURTEENTH AFFIRMATIVE DEFENSE

(Justification and Excuse)

The Complaint is barred, in whole or in part, because the alleged conduct, or lack thereof, was justified and/or excused.

FIFTEENTH AFFIRMATIVE DEFENSE

(De Minimis)

With respect to Plaintiff's Complaint and each alleged cause of action contained therein, Defendant is informed and believes and thereupon alleges, that any losses or damages, allegedly caused by Defendant is *de minimis*, remote, speculative, or transient and not cognizable by law.

SIXTEENTH AFFIRMATIVE DEFENSE

(No Injury)

Defendant alleges Plaintiff's claims are barred in whole or in part because Plaintiff has not sustained any cognizable injury or monetary damages.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Lack of Consideration)

Defendant alleges that Plaintiff is barred from claiming or recovering any relief based on the Complaint on the grounds of lack of consideration.

11/05/18

EIGHTEENTH AFFIRMATIVE DEFENSE

(Offset)

If it is determined that Defendant owe monetary damages to Plaintiffs (which Defendant denies), Defendant is entitled to an offset to the extent Plaintiff owes money to Defendant and/or Plaintiff has already been compensated for amounts sought.

NINETEENTH AFFIRMATIVE DEFENSE

(Accord and Satisfaction)

Defendant alleges that all causes of action in Plaintiff's Complaint are barred by the doctrine of accord and satisfaction.

TWENTIETH AFFIRMATIVE DEFENSE

(No Standing)

Defendant alleges that Plaintiff has not sustained any legal cognizable injury and/or standing to sue and, as such, this Complaint is barred.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(Full Performance)

Defendant alleges that any purported obligations, rights and duties based upon and founded on any claims have been fully performed and fulfilled by Defendant.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Lack of Privity)

Defendant alleges that there is no contractual relationship or agreement between the Plaintiff or the Plaintiff's assignor and Defendant.

TWENTY-THIRD AFFIRMATIVE DEFENSE

(Lack of Title)

Defendant is informed and believes that all or part of the contract or transaction resulted from fraud, deceit, and/or misrepresentation by Plaintiff and Plaintiff's claims are barred by virtue of said fraud.

11/05/18

TWENTY-FOURTH AFFIRMATIVE DEFENSE

(Failure to Join Necessary and Dispensable Parties)

Defendant is informed and believe that Plaintiff has failed to join all interested parties. Absent, indispensable parties cannot be bound by a judgment in an action in which they are not joined as parties, and relief or declaration in this action is subject to later collateral attack (in a separate lawsuit) by the non-joined indispensable party. Failure to join all indispensable parties warrants dismissal of the cause of action.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

(Novation)

Defendant alleges that each and every cause of action in the Complaint is barred by the fact that the alleged underlying agreement upon which said causes of action are based was extinguished by novation.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

(Satisfaction of Obligations)

Defendant alleges that each and every cause of action in the Complaint is barred because all of its duties and obligations were satisfied as to any alleged debt owed to Plaintiff in this matter.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

(Condition Precedent)

Any failures by Defendant to perform any of its contractual obligations, as alleged in the Complaint, are the result of the prior breaches of contract by Plaintiff, whose contractual obligations were and are condition precedent to Defendant's obligations.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

(Discharge of Duty/Full Performance)

Defendant alleges, without admitting to the existence of any duties or obligations as alleged in the Complaint, that any duties or obligations, contractual or otherwise, which Plaintiff claims are owed by Defendant to Plaintiff have been fully performed, satisfied, or discharged.

TWENTY-NINTH AFFIRMATIVE DEFENSE

(Comparative Negligence)

Defendant alleges that Plaintiff was negligent in and about the matters alleged in the Complaint and failed to exercise due care for her own protection and that Plaintiff's damages, if any, are directly and proximately result in whole from Plaintiff's own negligence.

THIRTIETH AFFIRMATIVE DEFENSE

(Third Party Negligence)

Defendant alleges that third parties were negligent in and about the matters alleged in the Complaint, and that said carelessness and negligence on the part of said third parties proximately contributed to Plaintiff's injuries loss, and/or damage, if any, allegedly sustained.

THIRTY-FIRST AFFIRMATIVE DEFENSE

(Compliance with Civil Code Section 2079 *et seq.*)

Defendant fully complied with Civil Code Section 2079 *et seq.* and are therefore immune from liability for any alleged error, inaccuracy, or omission of any information delivered to Plaintiff by other persons, which was not within the personal knowledge of Defendant.

THIRTY-SECOND AFFIRMATIVE DEFENSE

(Additional Defenses)

Defendant alleges that Defendant presently has insufficient knowledge and information on which to form a belief as to whether it has additional, as yet unstated affirmative defenses. Defendant reserves the right to amend this answer and assert additional defenses in the event that discovery indicates such defenses would be appropriate.

WHEREFORE, answering Defendant prays for judgment against Plaintiff as follows:

1. That Plaintiff take nothing by reason of their Complaint;
2. That judgment be entered in favor of Defendant and against Plaintiff on all causes of action;
3. That a judgment of dismissal be entered with prejudice;
4. For costs of suit and attorneys' fees incurred herein; and
5. For such other and further relief as the Court may deem just and proper.

Dated: November 2, 2018

JAURIGUE LAW GROUP

Michael J. Jaurigue
Ryan A. Stubbe
Attorneys for Defendant

11/05/18

EXHIBIT 24

Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Sunday, January 20, 2019. Please refer to document **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C3339934 RESOURCEFUL DEVELOPMENTS, INC.

Registration Date:	12/13/2010
Jurisdiction:	CALIFORNIA
Entity Type:	DOMESTIC STOCK
Status:	ACTIVE
Agent for Service of Process:	FARSHID KHOSRAVI 300 W GLENOAKS BLVD SUITE 101 GLENDALE CA 91202
Entity Address:	300 W GLENOAKS BLVD STE 101 GLENDALE CA 91202
Entity Mailing Address:	PO BOX 5899 GLENDALE CA 91221

A Statement of Information is due EVERY year beginning five months before and through the end of December.

Document Type	File Date	PDF
SI-COMPLETE	07/14/2017	
SI-COMPLETE	03/25/2014	
REGISTRATION	12/13/2010	

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
- If the image is not available online, for information on ordering a copy refer to **Information Requests**.
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Frequently Asked Questions**.

Modify Search | New Search | Back to Search Results